A Appendix A

LIMITED WARRANTY FOR BELL EXPRESSVU HARDWARE

This **Limited Warranty** is a legal document. Keep it in a safe place. This limited warranty relates to your satellite receiving system hardware only. For warranties related to the Bell ExpressVu Service, please see your Customer Service Agreement.

This limited warranty is administered by Bell ExpressVu Inc., in its capacity as general partner of Bell ExpressVu Limited Partnership ("Bell ExpressVu"), as warranty supervisor, on behalf of the manufacturer. All claims made under this limited warranty must be made to Bell ExpressVu only. If you make a claim under this limited warranty directly to the manufacturer, it will be forwarded to Bell ExpressVu, as warranty supervisor, for processing.

WHAT THE WARRANTY COVERS

This warranty extends only to the original user of the equipment and is limited to the purchase price of each part. Bell ExpressVu and its affiliated companies warrant this satellite receiving system against defects in materials or workmanship as follows:

- LABOUR: For a period of one (1) year from the original date of activation, if we determine that the equipment is defective subject to the limitations of this warranty, it will be replaced at no charge for labour. We warrant any such work done against defects in materials or workmanship for the remaining portion of the original warranty period.

- PARTS: For a period of one (1) year from the original date of activation, we will supply at no charge, a replacement of equal or greater value in exchange for parts determined to be defective subject to the limitations of this warranty. We warrant any such replacement parts against defects in materials or workmanship for the remaining part of the original warranty period. NOTE: "Parts" means items included in this package, which may include the antenna assembly, receiver, LNBF, remote control, or antenna mounting hardware. It does not include other parts or non Bell ExpressVu accessories purchased separately.

WHAT THE WARRANTY DOES NOT COVER

- This warranty *does not* cover replacement of lost, stolen, or damaged smart cards.
- This warranty *does not* cover installation of the Bell ExpressVu system. If applicable, such installation will be warranted under a separate installation agreement with the installation party.
- This warranty *does not* cover consumer instruction, physical setup or adjustment of any consumer electronic devices, remote control batteries, signal reception problems, loss of use of the system, or unused programming charges due to system malfunction.
- This warranty *does not* cover cosmetic damage, damage due to lightning, electrical or telephone line surges, fire, flood, or other acts of God, accident, misuse, abuse, repair or alteration by other than authorized factory service, use of accessories not recommended or endorsed by the receiver manufacturer, negligence, commercial or institutional use, or improper or neglected maintenance.

- This warranty *does not* cover equipment if used to receive signals other than those authorized by Bell ExpressVu, in whole or in part.
- This warranty *does not* equipment sold AS IS or WITH ALL FAULTS, shipping and handling, removal or reinstallation, shipping damage if the equipment was not packed and shipped in the manner prescribed, or equipment purchased, serviced, or operated outside Canada.

LEGAL LIMITATIONS

REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS YOUR EXCLUSIVE REMEDY. WE SHALL NOT BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY ON THIS SYSTEM, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR INABILITY TO USE, THIS SYSTEM. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY, IF ANY, EXCEED THE PURCHASE PRICE PAID FOR THIS SYSTEM. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS SYSTEM IS LIMITED IN DURATION TO THE PERIOD OF THIS WARRANTY. WE RESERVE THE RIGHT TO REFUSE TO HONOUR THIS WARRANTY IF WE DETERMINE ANY OF THE ABOVE EXCEPTIONS TO HAVE CAUSED THIS SYSTEM NOT TO HAVE PERFORMED PROPERLY. THIS WARRANTY SHALL BE VOID IF ANY FACTORY-APPLIED INDENTIFICATION MARK, INCLUDING BUT NOT LIMITED TO SERIAL OR CONDITIONAL ACCESS NUMBERS, HAS BEEN ALTERED OR REMOVED. THIS WARRANTY SHALL ALSO BE VOID IF THE RECEIVER HAS BEEN OPENED BY AN UNAUTHORIZED PERSON WITH THE EXCEPTION OF OPENING THE SMART CARD ACCESS DOOR ON THE RECEIVER FRONT PANEL.

IF YOU NEED ASSISTANCE

1. Call Bell ExpressVu's Customer Service Call Centre at 1-888-SKY-DISH (759-3474) (the "Call Centre"). Have your customer account number, Smart Card number or the receiver CAID number ready. Display the System Info screen to find your receiver CAID number and Smart Card number.
2. A Bell ExpressVu Customer Service Representative ("Representative") will attempt to troubleshoot any problem you may be having. The Representative will also determine whether the equipment is covered under the outlined warranty.
3. If the Representative cannot troubleshoot the problem over the telephone, and your receiver is covered under the warranty, they may issue you a Return Merchandise Authorization Number ("RMA") and request that the receiver be sent to Bell ExpressVu's authorized repair centre for service. As part of the RMA process, and so you do not experience any prolonged disruption in service, a replacement receiver will be sent to your home within 72 business hours of issuing the RMA number. However, if your receiver is beyond the one (1) year warranty from original date of activation, an RMA will be given by the Call Centre only if you decide to send your receiver in to be replaced. Please note that for out of warranty receivers, Bell ExpressVu will

charge you a replacement fee for any replacement receiver that will be sent to your home. The replacement fee will vary depending on the model of out of warranty receiver that is being replaced. All applicable taxes, shipping and handling charges are extra and will be your responsibility. Bell ExpressVu accessories such as remote controls and LNBFs also have replacement fees attached to them depending on the model. Please ask the Representative for more details.

4. Once the replacement receiver arrives (or other item for which Bell ExpressVu issued to you a RMA), you are to ship back the defective Bell ExpressVu hardware using the pre-paid shipping waybill provided to you.
5. Returned equipment must be packaged properly, using either the original shipping materials or the box that your replacement came in. Follow the instructions provided to you with the replacement equipment that was shipped to you.
6. Write the RMA number in large, clearly visible characters on the outside of the shipping box that you are returning the equipment in. To avoid confusion and misunderstandings, shipments without an RMA number clearly visible on the outside of the box will be returned to you at your expense.
7. If you are returning a Bell ExpressVu receiver, you must return the Smart Card with the receiver. If you do not return the Smart Card with the receiver, a fee will be assessed against your Bell ExpressVu account.
8. If you do not return the defective item to the address outlined on the pre-paid shipping waybill within 20 days you will be charged the full market value of that item on your Bell ExpressVu programming account.

WHAT WE WILL DO

- We will evaluate the equipment you return, and verify the defective part to determine whether the equipment is covered under the outlined warranty.
- We will replace equipment that we determine is defective with new or remanufactured equipment, if the defective equipment is covered under warranty. This replacement equipment will be shipped to and from your home at our expense.
- If the defective equipment is not covered under the outlined warranty, you will be charged a replacement fee for the replacement receiver. All applicable taxes and shipping and handling charges will also be charged to you.
- However, if the equipment is or has become defective as a result of it being used to receive signals that were not authorized by or did not originate from Bell ExpressVu, in whole or in part, you will be charged Bell ExpressVu's replacement cost for the replacement unit, all applicable taxes and shipping and handling charges. To avoid these charges, you may return the replacement receiver to us or to a person we designate, within 10 days of receiving notice that your equipment is not eligible under this Limited Warranty. Be aware that Bell ExpressVu's replacement cost for the replacement receiver will exceed the regular retail price for similar units available through authorized sales agents.
- Bell ExpressVu accessories such as remote controls and LNBFs also have flat replacement fees attached to them depending on model. Ask the Customer Service Representative for more details. This charge will be assessed against your Bell ExpressVu account.

B Appendix B

NOTICES

1. NOTICE: The Industry Canada label identifies certified equipment. This certification means that the equipment meets certain telecommunications network protective, operational and safety requirements as prescribed in the appropriate Terminal Equipment Technical Requirements document(s). The Department does not guarantee the equipment will operate to the user's satisfaction.

   Before installing this equipment, users should ensure that it is permissible to be connected to the facilities of the local telecommunications company. The equipment must also be installed using an acceptable method of connection. The customer should be aware that compliance with the above conditions may not prevent degradation of service in some situations.

   Repairs to certified equipment should be coordinated by a representative designated by the supplier. Any repairs or alterations made by the user to this equipment, or equipment malfunctions, may give the telecommunications company cause to request the user to disconnect the equipment.

   Users should ensure for their own protection that the electrical ground connections of the power utility, telephone lines and internal metallic water pipe system, if present, are connected together. This precaution may be particularly important in rural areas.

   Caution: Users should not attempt to make such connections themselves, but should contact the appropriate electric inspection authority, or electrician, as appropriate.

2. The Ringer Equivalence Number (REN) of this device is 0.0.

   NOTICE: The Ringer Equivalence Number (REN) assigned to each terminal device provides an indication of the maximum number of terminals allowed to be connected to a telephone interface. The termination on an interface may consist of any combination of devices subject only to the requirements that the sum of the Ringer Equivalence Numbers of all the devices does not exceed 5.

3. The standard connecting arrangement for this equipment is RJ-11.

4. The term "IC:" before the certification/registration number only signifies that the Industry Canada specifications were met.

5. This product meets the applicable Industry Canada technical specifications.

"Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device."

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